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CONTRACT FOR ARCHITECT-ENGINEERS SERVICES

Contract No.

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This contract entered into this 24<sup>th</sup> day of July 1951, by the United States of America hereinafter referred to as the Government, and  hereinafter referred to as the Contractor, witnesseth that: STATINTL

WHEREAS, it is deemed to be in the best interests of the Government to obtain the assistance of the Contractor in connection with the accomplishment of the work and services hereinafter described.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1. Character and extent of Services. The Contractor shall furnish Architect-Engineer Services in connection with the design and construction of the project described below, located in

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a. Project

- (1) Drilling of tests wells at the transmitter and receiver sites to determine availability and suitability of water. If results of exploratory drilling is satisfactory to complete water system using existing facilities where practical.
- (2) Construction of a five stall garage, internal grease rack, storage shed for oils and lubricants and necessary roads and parking areas.
- (3) Installing underground diesel fuel storage tanks at both sites and the installation of a gasoline storage tank and pump with adequate distribution systems as required.

b. Scope of Work.

- (1) The Contractor's professional services to be furnished under this contract for the consideration hereinafter mentioned consist of the necessary conferences, preparation, completion and furnishing to the Government preliminary studies, working drawings, specifications, estimates, large scale and full size detail drawings, checking of shop

drawings/

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drawings furnished by the Government, the drafting of forms of proposals and contracts, the issuance of certificates of payment, keeping accounts, the general administration of the business and supervision of the work. The Contractor is to be available for any consultation and advice requested by the Government during the progress of the work and/or other architectural and engineering services required to accomplish the work; give full supervision and inspection as may be necessary to ensure that the works are being executed in accordance with the contract. Provided that during the period of supervision of the work any changes resulting in an increase or decrease in the contract or extension of time shall be first approval in writing by the Contracting Officer.

ARTICLE 2. Changes. The Government may at any time by a written order, make any changes in this contract which may either increase or decrease the work and services hereunder. If such changes cause an increase or decrease in the work and services required under this contract or in the time required of performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted within 10 days from the date the change is ordered.

ARTICLE 3. Period of Services.

Completed working drawings, specifications and estimates shall be furnished not later than August 14, 1951 the Contractor shall provide the necessary number of complete sets of working drawings and specifications necessary to obtain tenders from a minimum of three contractors. Further, the Contractor shall furnish such other additional sets and/or drawings as may be required by the Government.

The Contractor shall be available to do and perform the services as described herein commencing July 24, 1951 and to run concurrently with the period of the contract to be awarded for the construction of the project described hereinbefore.

ARTICLE 4. Compensation to the Contractor.

The Contractor's total compensation under this contract shall consist of a fee computed at 6% of the total of the projects listed in Article 1 (a) above, which fee includes the cost of the services of mechanical and electrical engineers retained by the Contractor.

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The cost of each project will be based on the accepted contractor's bid price plus the cost of any materials furnished by the Government to be incorporated in the project. The 6% fee is based on [redacted] Scale of Professional Charges, an extract of the pertinent data contained therein is attached to and made a part hereof this contract.

ARTICLE 5. Method of Payment.

Upon request of the Contractor payments on account of such consideration may be made at such times and in such amounts as the Government shall determine to be commensurate with the services rendered to the time of each payment. Final payment shall be made upon final completion of the project.

ARTICLE 6. Data to Become Property of the Government.

All notes, designs, drawings, memoranda, and other technical data, etc. if any, furnished by the contractor pursuant to or developed in connection with the provisions of this contract shall become and remain the property of the Government and it shall have right to use them for any public purpose without any additional compensation to the Contractor, shall be delivered to the Government whenever requested by the Government.

ARTICLE 7. Decisions of the Government.

The extent and character of the work and services to be performed by the Contractor shall be subject to the general supervision, direction, control and approval of Government to whom the Contractor shall report and be responsible. In the event that there shall be any dispute with regard to the extent and character of the work to be done, the decision of the Government shall govern but the Contractor shall have the right to appeal as provided in Article 8.

ARTICLE 8. Disputes.

Any and all disputes arising under and by virtue of this contract shall be decided [redacted] If a decision satisfactory to both parties is not rendered then the dispute shall be referred to arbitration. Each contracting party shall, within 10 days after request in writing by the other, appoint an arbitrator and the two so appointed together with the third chosen by them shall, by a majority decision, determine the dispute and said decision, given to both parties in writing shall be final and binding upon the parties. Each party shall be responsible for the expenses of the arbitrator appointed by him and the expenses of the third arbitrator shall be paid by the party against whom the decision is rendered.

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ARTICLE 9. Termination.

- a. The Government may terminate this contract at any time and for any cause by a notice in writing to the Contractor. Upon receipt of such notice the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and services.
- b. If the contract is terminated for the convenience of the Government, payment to the Contractor will be made promptly for that portion of the work and services required under the contract which the work and services actually performed bear to the total work and services required under the contract, less any payments previously made.
- c. If this contract is terminated because of the failure on the part of the Contractor to fulfill his undertakings under this contract, the Government may take over the work and services and prosecute the same to completion, by contract or otherwise, and the Contractor shall be liable to the Government for any excess cost occasioned to the Government thereby.

ARTICLE 10. No part of the work under this contract shall be sublet except with the express written approval of the Government. Neither this contract nor any interest therein shall be assigned or transferred except as provided above, except that the whole or any part thereof is assignable to the United States Government.

ARTICLE 11. Definitions.

Where any approval is required by the U.S. Government it shall mean the approval of one of the Contracting officials executing this contract, their duly appointed successor or his authorized representative.

ARTICLE 12. Covenant Against Contingent Fees.

The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to

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commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

ARTICLE 13. Officials Not to Benefit. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 14. Law. It is the general intention of both parties to comply with the Law.

Special Conditions: As this project is classified the Contractor shall be prohibited from giving the project any undue publicity.

IN WITNESS WHEREOF, The parties hereto have executed this Contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

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Approved For Release 2002/08/21 : CIA-RDP84-00499R000800080026-3

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